

# RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$290,000 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY INTO POLICE GRANT ACTIVITY "FY2020 OPIOID ABUSE REDUCTION INITIATIVE (OARI) GRANT"

## CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Nashua Police Department are authorized to accept and appropriate \$290,000 from the State of New Hampshire, Department of Safety into Police Grant Activity "FY2020 Opioid Abuse Reduction Initiative (OARI) Grant" for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking. This funding is contingent upon approval by the Governor and Executive Council and shall be in effect through 06/30/2020. No local match is required. The Mayor is authorized to enter into any grant agreement or other documents necessary to further the purposes hereof, including but not limited to, a memorandum of agreement between the State of New Hampshire Department of Safety, the State of New Hampshire Division of State Police, the Town of Hudson Police Department, and the City of Nashua Police Department, substantially similar to the attached.

#### Memorandum of Agreement (MOA)

The State of New Hampshire, Department of Safety (herein referred to as the "State"), the Town of Hudson Police Department (herein referred to as the "Municipality"), and City of Nashua Police Department (herein referred to as the "Grantee") agree to administer funding of the 2019 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

The "Grantee", as the grant award recipient, is responsible for the overall direction and assignment of all 2019 Law Enforcement Opioid Abuse Reduction Initiative (OARI) grant funded activities. Some of these activities may be assigned to the "Municipality". When the "Municipality" is assigned grant funded activities, the "Municipality" is eligible for reimbursement directly from the "State", pending the submission of appropriate documentation, approval from the "Grantee", and in accordance with the grant award requirements. This agreement may be modified by written mutual agreement of the parties. This agreement shall remain in effect until the grant period has expired.

#### The "Grantee" is responsible for:

- Coordination of activities as specified in RSA 21-P:66 and Saf-C 2900 and outlined in the application and grant award documentation;
- Reviewing and approving all reimbursement requests submitted by the "Municipality";
- Submitting "Municipality" reimbursement requests to the "State";
- Any costs related to activities that are not previously approved by the "State" or that exceed any previously approved amount.

#### The "Municipality" is responsible for:

- Participating in specified "Grantee" assigned activities as per the final grant agreement;
- Documenting specified "Grantee" assigned activities in accordance with the grant agreement using the attached Overtime form and appropriate back-up as specified in the Grant application and Saf-C 2908.01 on form DSAD 69;
- Submitting reimbursement requests supported by documentation to the "Grantee";
- Any costs related to activities that are not previously approved by the "Grantee", that
  exceed any previously approved amount, or that are deemed ineligible per the grant
  agreement.

#### The "State" is responsible for:

- Reimbursing the "Municipality" for "Grantee" approved grant related activities that are supported by proper documentation and approved by the "Grantee";
- Ensuring that submitted reimbursements have been approved by the "Grantee";
- Providing notification to the "Grantee" and "Municipality" of any documentation deficiencies and the steps necessary to resolve the issue.

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Hudson Police Department (the "Municipality"), and the City of Nashua Police Department (the "Grantee") agree to administer funding of the 2019 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

Town of Hudson Police Department		
Jason Lavoie, Hudson Police Chief	Date	
Email:	Phone:	
City of Nashua Police Department		
Andrew J. Lavoie, Nashua Police Chief	Date	
New Hampshire Division of State Police		
Christopher Wagner Colonel	Date	
New Hampshire Department of Safety		
Steven R. Lavoie Director of Administration	Date	

## **LEGISLATIVE YEAR 2020**

**RESOLUTION:** 

R-20-006

**PURPOSE:** 

Relative to the acceptance and appropriation of \$290,000 from the State of New Hampshire, Department of Safety into Police Grant Activity "FY2020 Opioid Abuse Reduction

Initiative (OARI) Grant"

**SPONSOR(S):** 

**Mayor Jim Donchess** 

# **COMMITTEE ASSIGNMENT:**

**FISCAL NOTE:** 

Fiscal impact is a \$290,000 grant to be used for a specific

purpose. No local match is required

### **ANALYSIS**

This resolution authorizes the City to accept and appropriate \$290,000 from the State for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking. These funds will be used in conjunction with the Town of Hudson Police Department in a joint effort. The attached MOA establishes Nashua as the "Grantee" and Hudson as the "Municipality" where reimbursements from the State will go directly to the Town of Hudson after approval by the Nashua Police Department.

Approved as to account number and/or structure, and amount:

Approved as to form:

**Financial Services Division** 

Office of Corporation Counsel

By:

By:

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7 January 2020